

## MEMORNDUM OF UNDERSTADING

This deed of Memorandum Of Understanding is executed here at Bhopal on this ----- day of ----- 2010 between the M.P. Bio-Technology Council, a Registered Society under M.P. Registrykaran Adhiniyam, 1973 and owned and controlled by the Govt. of M.P., Department of Science and Technology, Bhopal through its Chief Executive Officer, 26, Kisan Bhavan, Illrd Floor, Arera Hills, Jail Road, Bhopal - 462011 (herein after called "**BTC**") of the first part,

AND

The Registrar/President of ----- University/NGO ----- (Full address) in the State of M.P. (here in after called the **University/NGO**) of the Second part.

### **Whereas,**

1. The BTC is engaged in conducting research, preparation of projects and adding value to the field of Biotechnology in the State of M.P. including its promotion in the State of M.P. in Public interest, it, therefore, wishes to enter into a research and development MOU/Agreement with the University/NGO so as to add value to the knowledge of the field of Biotechnology inviting researchers/investigators interested in taking up this type of projects,

2. The University/NGO has requested to the BTC sending a detailed proposal for the grant of Rs. ----- vide his letter dated ----for the preparation of the project/research work entitled ----- in the field of Biotechnology was considered and accepted by the BTC in the public interest and also for implementation of the policy of the Govt. as a State function, the BTC, therefore, has decided to release the grant of Rs. ----- to the University/NGO for the aforesaid purpose which shall be utilized by the University/NGO on the terms and conditions indicated herein under.

3. That the University/NGO states that he has submitted the proposal to the BTC through the University/NGO ----- dully approved and

recommended by the said Institute/University/NGO through the competent authority authorized for such a proposal.

4. The University/NGO has agreed to execute a Bond for the total amount of Rs. ----- granted before receiving the grant in order to give security in advance for the satisfactory performance of the said project work in terms of the Bond executed which is Annexed to herewith being the part of this MOU.

5. The University/NGO has agreed to accept the grants and has received the same and acknowledged the receipt thereof separately and has accepted the grants with undertaking that in case there would be any breach or violation of any of the terms and conditions of the grant committed by the University/NGO, the same shall be refunded to the BTC without any delay on demand through Registered Notice/demand served upon the University/NGO by the BTC.

6. The BTC is legally entitled to inspect including soliciting information from the University/NGO in respect of the progress of the approved project for which Grant is released and in case no satisfactory progress is witnessed then, the BTC may claim refund of the total grant or any part thereof from the University/NGO.

7. The project will become operative with effect from the date of release of the first installment for the project and has to be completed within the stipulated period. No extension will be granted.

8. The total transparency must be maintained in all the activities related to the project as any information may be sought under Right to Information Act 2005.

9. The University/NGO has agreed to ensure that eligible Principal Investigator in short **PI** should be a full time regular faculty member of University/Regular Employee of the NGO, with skill, knowledge and resources necessary to carry out the proposed work.

10. The thrust area must be clearly identified, demonstrating proof of high degree of inter disciplinary approach with expertise in the discipline of biotechnology by the University/NGO to the PI and he/she directed to complete the project in the time prescribed.

11. No amendments in proposal either in work or requirement of fund utilization will be acceptable after consideration of sanction by project approval committee.

12. Approval of the Research proposal and the grant released would be for the specific project namely ----- and grant should be exclusively spent on the project for which it has been sanctioned within the stipulated time of -----years. The University/NGO is not permitted to seek or utilize funds from any other organization (Government, semi-government. Autonomous or Private) for the work specified in this research project. Any unspent part of amount would be surrendered to the MP Biotechnology Council (herein after referred to as BTC) through an account payee demand draft drawn in favor of M.P. Biotechnology Council, Bhopal and carry forward of funds to the next financial year for utilization for the same project may be considered only with the specific approval of M.P. Biotechnology Council. (here in after referred as BTC)

13. For permanent semi-permanent assets acquired solely or mainly out of the grant, an audited record shall be maintained by the University/NGO, the terms "Assets" means (i) immovable property (ii) movable property of a capital nature (iii) intellectual property/Patents where the value exceeds Rs. 1000/-. The grant will not be utilized for construction of any immovable property. Full

facilities by way of accommodation etc., for the project will be given by the University/NGO if required.

14. The University/NGO wishing to publish papers based on the research work done under the BTC projects should acknowledge the financial support received from the BTC and send a copy of the reprint to the BTC within 10 days from the date of publication.

15. The University/NGO will furnish progress report of work, on the project every six months. The progress of the project will also be reviewed/ monitored at least once a year by the concerned Project Approval Committee etc. In addition the BTC shall designate. Scientists/ Specialists to visit the University/NGO periodically for reviewing the progress of work and for suggesting such measures as to ensure early realization of the objectives of the project. On completion of the project five copies and one soft copy of a consolidated report of the work done on the subject would be submitted to the BTC.

The PI and/or 'University'/'NGO' will be required to give presentation annually on the ongoing work, milestone achieved vis a vis the achievements envisaged while presenting the proposal.

16. The manpower that may be engaged for the project by the University/NGO are not to be treated as employees of the BTC and the deployment of such manpower at the time of completion or termination of project will not be the concern/responsibility of the BTC.

The amount of fellowship for manpower will be released only after receipt of joining report of manpower along with the eligibility certificate from the University/NGO on a yearly basis from the date of joining as well as the Utilization Certificate of the fund being released.

17. A stamped receipt be sent to the BTC on receipt of the Cheque/DD towards each release.

18. The University/NGO would furnish to the BTC a Utilization Certificate and an audited statement of expenditure duly signed by the Head of the University/President of NGO and the Head of the Finance Wing. pertaining to the grant at the end of each financial year as well as a consolidated statement of expenditure at the end of the completion of the project.

19. The University/NGO is required to send to BTC a list of assets referred to at Condition no. 13 above at the end of each financial year as well as the time of seeking further installments of the grant.

20. The University/NGO should maintain subsidiary accounts of the grant and furnish to the Audit Officer as and when the recurring and non-recurring expenditure exceeding the limits of Rs. 5.00 Lakhs.

21. The University/NGO would maintain separate audited accounts for the project. If it is found expedient to keep apart or whole of the grant in a bank account earning interest, the interest thus earned should be reported to the BTC.

22. The BTC at its discretion shall have the right of access to the books of accounts of the University/NGO for the grant received from the MP Biotechnology Council. The Utilization Certificate will be submitted duly Certified by Chartered Accountant once in a Year.

23. In the event of excess disbursement to the University/NGO the BTC shall recover from the excess disbursement within a period of 30 days of ascertainment of the final amount.

24. Sale proceeds, if any as a result of the development of the project arising directly from funds granted by the BTC shall be reported to the BTC.

The BTC may at its discretion allow a portion of such receipt to be retained by the University/NGO for its utilization for the project activities.

25. The BTC will have the right to call for drawings, specifications and other data necessary at request of authorized person of the Council, to enable the transfer of know how to other parties and the University/NGO should supply all the needed information at the request of the Council, department of Science and technology which will ensure confidentiality.

26. The University/NGO may not entrust the implementation of the work for which the grant is being sanctioned to another University/NGO and to divert the grant receipts as assistance to the latter University/NGO. In case the University/NGO is not in a position to execute or complete the project, it may be required to refund forthwith to BTC the entire amount of grant received by it.

27. The BTC reserves the right to terminate the grant at any stage and also recover the amounts paid if it is convinced that the grant has not been properly utilized or the work on the project has been suspended for any unduly long period appropriate progress is not being made.

28. If at any point of time during period of implementation of the SERVICES it comes to notice of the BTC that the University/NGO is receiving multiple funding for services or any part thereof then the AGREEMENT/MOU shall be terminated forthwith without any further notice.

29. All the assets acquired from the grant will be property of BTC and should not without the period sanction of the BTC be disposed off or encumbered or utilized for the purposes other than those for which the grant has been sanctioned.

30. At the conclusion of the project, the BTC will be free to sell or otherwise dispose of assets which are the property of the Council. The University/NGO shall render to BTC necessary facilities for arranging the sale of these assets.

31. Equipments shall ordinarily be the property of the University/NGO after the completion of the project.

32. The Grant has to be utilized within the period of ----- from the day of releasing of the Grant and the time would be essence of the contract.

33. The University/NGO agrees & undertakes to surrender/pay to BTC the monetary value of all such pecuniary or other benefits which it may receive or derive/have received or derived through/upon unauthorized use (such as letting out premises for adequate or less than adequate consideration or use of premises for any purpose other than for which the grant was intended) of the property/building or other including intellectual/ assets/created/acquired/ constructed largely from out of BTC grant.

34. If the BTC becomes aware of the misuse of funds by the University/NGO or its employees or agents, the BTC reserves the right to stop all future disbursement & shall initiate action to receive back all the amount disbursed to the University/NGO under this Agreement/MOU.

35. In the matter of utilization of the Grant or if any dispute arises as to whether the Grant was properly utilized, the decision of the BTC would be final and acceptable to the University/NGO.

36. The signatories/executants of the Bond would be severally and jointly liable to refund the amount of the Grant.

37. In case of any dispute, if arises, in terms and conditions of this MOU and the terms and conditions of the Bond between the parties the same may

be referred by any party to the Arbitration and the arbitrator shall be the Principal Secretary/Secretary of the Department of Science and Technology Govt. of M.P. Mantralaya, Bhopal or his nominee whose Decision/Award shall be final and binding to both the parties. The proceedings of the Arbitration shall be under the Arbitration and Conciliation Act, 1996. The Principal Civil Court at Bhopal shall have jurisdiction in this matter.

**IN WITNESS WHEREOF** these presents are signed by the respective parties in the presence of the witnesses as under on the day as above.

Witnesses :-

Signed by-----  
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(Designation)

for and on behalf of

1. Signature

M.P. Bio-Technology Council, Bhopal

Name of the Witness

Address -----

2. Signature

Signed by-----  
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Name of the Witness

Address -----

(Designation)

For and on behalf of University/NGO

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